

CITY OF FAIRFIELD

RESOLUTION NO. 2014 – 58

**RESOLUTION OF THE CITY COUNCIL APPROVING PLANS AND SPECIFICATIONS
AND AWARDING A CONTRACT TO QUIMU CONTRACTING, INC., FOR THE TEXAS
STREET BRICK PAVER REPLACEMENT PROJECT**

WHEREAS, the bid opening for the Texas Street Brick Paver Replacement Project took place on March 31, 2014; and

WHEREAS, the apparent low bidder was Quimu Contracting, Inc., in the amount of \$339,300.00; and

WHEREAS, staff has reviewed the bid from Quimu Contracting, Inc., and found it to be in order.

**NOW, THEREFORE, THE COUNCIL OF THE CITY OF FAIRFIELD HEREBY
RESOLVES:**

Section 1. The plans and specifications for the Texas Street Brick Paver Replacement Project are hereby approved.

Section 2. The City Manager is authorized to enter into a contract with Quimu Contracting, Inc., for the Texas Street Brick Paver Replacement Project in the amount of \$339,300.00.

Section 3. The City Manager is authorized to enter into an escrow agreement for security deposits in lieu of retention for said contract, if necessary.

Section 4. The City Manager is hereby authorized to implement the above-mentioned contract and escrow agreement.

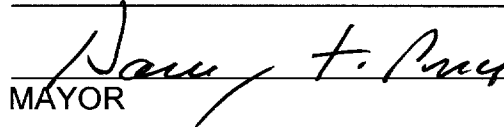
PASSED AND ADOPTED this 15th day of April 2014, by the following vote:

AYES: COUNCILMEMBERS: Price/Vaccaro/Bertani/Moy/Mraz


NOES: COUNCILMEMBERS: None

ABSENT: COUNCILMEMBERS: None

ABSTAIN: COUNCILMEMBERS: None


MAYOR

ATTEST:


CITY CLERK
pw

CITY OF FAIRFIELD
STATE OF CALIFORNIA

PROPOSAL

TEXAS STREET BRICK PAVER REPLACEMENT PROJECT

To the City Clerk of the City of Fairfield:

The undersigned declares that he has examined the locations of the proposed work, that he has examined the plans, specifications, and all the contract documents, and hereby proposes to furnish all materials, labor, equipment, and perform all the work in strict accordance with said plans, specifications, and contract documents in consideration of the attached schedule.

The undersigned further agrees that, upon written acceptance of this bid, he will within fifteen (15) working days of receipt of such notice execute a formal contract agreement with the City of Fairfield, with necessary bonds and certificate and city standard form endorsement of insurance. He also agrees that, in the case of default in executing the contract, the proceeds of the check or bond accompanying his bid shall become the property of the City of Fairfield.

The bidder agrees that, if awarded the contract, he will commence the work upon written notice to proceed and shall diligently prosecute the same to completion before the expiration of **50 working days** from the date of said written notice to proceed, **except work in and around the intersection between Texas Street and Madison Street shall not extend beyond June 30, 2014, and work in all other project areas shall not extend beyond August 8, 2014, regardless of the number of contract days remaining. Liquidated damages will be assessed for all days worked beyond those dates.**

Bids are to be submitted for the entire work.

The amount of the bid for comparison purposes will be total amount of bid.

The bidder shall set forth for each unit basis item of work an item price and a total for the item, and for each lump sum item a total for the item, all in clearly legible figures in the respective spaces provided for this purpose. In the case of unit basis items, the amount set forth under the "Total" column shall be the extension of the item price bid on the basis of the estimated quantity for this item.

In case of discrepancy between the item price and the total set forth for a unit basis item, the item price shall prevail, provided, however, if the amount set forth as an item price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or is the same amount as the entry in the "Total" column, then the amount set forth in the "Total" column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the item price.

The following quantities are approximate only, being given as a basis for the comparison of bids, and the City of Fairfield does not expressly or by implication agree that the actual amount of

work will correspond therewith and reserves the right to increase or decrease the amount of any portion of the work or to omit portions of the work as may be deemed necessary or advisable by the Engineer. The undersigned further agrees to accept the aforesaid unit bid prices in compensation for any additions or deductions caused by variation in quantity due to more accurate measurement or by any changes or alterations in the plans or specifications of the work.

Bidder acknowledges receipt of the following addenda:

1,

TEXAS STREET BRICK PAVER REPLACEMENT PROJECT

Bid Items

| Item No. | Item of Work | Unit | Quantity | Item Price | Total Price |
|----------|--|------|----------|-----------------------|-----------------------|
| 1 | STORM WATER POLLUTION PREVENTION | LS | 1 | 2,500 ⁰⁰ | 2,500 ⁰⁰ |
| 2 | MOBILIZATION/ DEMOBILIZATION | LS | 1 | 10,000 ⁰⁰ | 10,000 ⁰⁰ |
| 3 | TRAFFIC CONTROL & CONSTRUCTION SIGNAGE | LS | 1 | 100,000 ⁰⁰ | 100,000 ⁰⁰ |
| 4 | ADJUST STREET BOXES TO GRADE | EA | 20 | 150 ⁰⁰ | 3,000 ⁰⁰ |
| 5 | ADJUST MANHOLES TO GRADE | EA | 5 | 300 ⁰⁰ | 1,500 ⁰⁰ |
| 6 | DEMOLITION & REMOVALS | LS | 1 | 74,500 ⁰⁰ | 74,500 ⁰⁰ |
| 7 | PCC SLAB – FAILED AREA REPAIR | SF | 500 | 39 ⁰⁰ | 19,500 ⁰⁰ |
| 8 | PCC SLAB – CRACK FILL | LF | 200 | 5 ⁰⁰ | 1,000 ⁰⁰ |
| 9 | INTEGRALLY-COLORED & STAMPED PCC | SF | 9600 | 12.50 | 120,000 ⁰⁰ |
| 10 | PCC CROSSWALK BORDER REPLACEMENT | SF | 210 | 30.42 | 6,300 ⁰⁰ |
| 11 | THERMOPLASTIC STRIPING | LS | 1 | 1,000 ⁰⁰ | 1,000 ⁰⁰ |

Bid = \$ 339,300⁰⁰

Bidder shall complete the form for each schedule legibly and in its entirety. Incomplete forms may be grounds for disqualification of the bid.

TEXAS STREET BRICK PAVER REPLACEMENT PROJECT

DESIGNATION OF SUBCONTRACTORS

In accordance with Section 5 of the General Provisions for this contract, the following list of subcontractors is submitted with the proposal and made a part thereof. The bidder shall note that he shall perform with his own organization at least 50% of the work with the remainder of the work performed by sub-contractors.

If the Contractor fails to specify a subcontractor for any portion of the work to be performed under the contract, he shall be deemed to have agreed to perform such portion himself, and he shall not be permitted to subcontract that portion of the work except under the conditions hereinafter set forth.

Subletting or subcontracting of any portion of the work for which no subcontractor was designated in the original bids shall only be permitted in cases of public emergency or necessity, and then only after receiving written approval from the Engineer.

The name and location of the shop or office of each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the project and that portion of the work to be performed by the subcontractor is as follows:

| Subcontractor's Name and Address | Sub-contractor License Number | Portion of Work or Item(s) of work to be performed | Percent of Total |
|----------------------------------|-------------------------------|--|------------------|
| 1) Nor-cal Concrete Inc. | 271483 | Item 9 and 10 | 36.73 % |
| P.O. Box 521 | | Item 10 | |
| Suisun CA 94585 | | | |
| 2) Skaggs Trucking Co. | | | |
| 4958 Peabody Rd | | | |
| Fairfield CA 94533 | | Trucking | .59 % |
| 3) | | | |
| | | | |
| | | | |
| 4) | | | |
| | | | |
| | | | |

Note: Attach additional sheets if required

NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER
AND SUBMITTED WITH BID

Miguel Quiroz, being first duly sworn, deposes and says that he or she is
President of Quiroz Contracting Inc.
the party making the foregoing bid, that the bid is not made in the interest of, or on behalf of, any
undisclosed person, partnership, company, association, organization, or corporation; that the bid
is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or
solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded,
conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that
anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly,
sought by agreement, communication, or conference with anyone to fix the bid price of the
bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of
that of any other bidder, or to secure any advantage against the public body awarding the
contract of anyone interested in the proposed contract; that all statements contained in the bid
are true; and further, that the bidder has not, directly or indirectly, submitted his or her bid price
or any breakdown thereof, or the contents thereof, or divulged information or data relative
thereto, or paid, and will not pay, any fee to any corporation, partnership, company association,
organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham
bid.

I certify (or declare) under penalty of perjury under the laws of the State of California that the
foregoing is true and correct.

03-17-2014
(Date)

Miguel Quiroz
(Signature)

NOTE: THIS FORM MUST BE NOTARIZED.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Solano

On March 17, 2014 before me Chad Ward Notary Public

Personally appeared Miguel Quiroz



who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity (~~ies~~), and that by his/~~her/their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

I certify under penalty of perjury under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature [Handwritten Signature]

-----Optional-----

Description or Type of Document: Non collusion Affidavit to Be Executed By Bidder and Submitted with Bid

Document Date: March 17, 2014 Number of Pages 1

Quimo Contracting Inc.
Name of Firm

695 Priddy Dr. Dixon CA 95620
Business Address

(707) 693-0289
Phone Number

Miguel Quiroz
Signature of Responsible Official

Contractor's License:

a. Class: A
b. Number: 809085
c. Expiration Date: 06/30/2014

FEI Number: 33-1010406

If corporation or partnership, give legal name of corporation, president, secretary, treasurer, or names of all partners.

We are a Corporation
Miguel Quiroz is president
Secretary and Treasure

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Fairfield ("City") has issued an invitation for bids for the work described as follows:

TEXAS STREET BRICK PAVER REPLACEMENT PROJECT

WHEREAS Quimu Contracting, Inc.

695 Priddy Street, Dixon, CA 95620

(Name and address of Bidder)

("Contractor") desires to submit a bid to City for the work.

WHEREAS, bidders are required under the provisions of the California Public Contract Code to furnish a form of bidder's security with their bid.

NOW, THEREFORE, we, the undersigned Contractor, as Principal, and _____

Contractors Bonding and Insurance Company

250 Montgomery Street, Suite 720 San Francisco, CA 94104

(Name and address of Surety)

("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto City in the penal sum of Ten percent (10%) of the amount bid

_____ Dollars (\$ 10% of the amount bid), being not less than ten percent (10%) of the total bid price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Contractor is awarded a contract for the work by City and, within the time and in the manner required by the bidding specifications, enters into the written form of contract included with bidding specifications, furnishes the required bonds, one to guarantee faithful performance and the other to guarantee payment for labor and materials, and furnishes the required insurance coverages, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

In case suit is brought upon this bond, Surety further agrees to pay all court costs incurred by City in the suit and reasonable attorneys' fees in an amount fixed by the court. Surety hereby waives the provisions of California Civil Code § 2845.

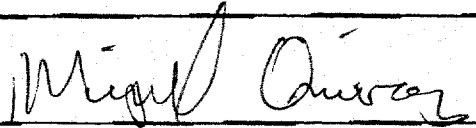
IN WITNESS WHEREOF, this instrument has been duly executed by Contractor and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these

presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: March 21, 2014

"Contractor"


Quimu Contracting, Inc.

By: 
Title Miguel Quiroz, President

By: _____
Title _____

"Surety"

Contractors Bonding and Insurance Company

By: 
Title Jocelyn Y. Quirt, Attorney-in-Fact

By: _____
Title _____

(Seal)

(Seal)

Note: This bond must be dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached.

ACKNOWLEDGMENT

State of California
County of Calaveras

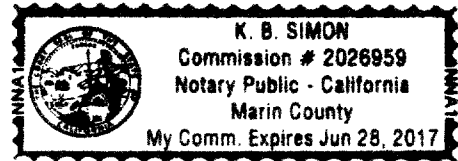
On March 21, 2014 before me, K.B. Simon, Notary Public
(insert name and title of the officer)

personally appeared Jocelyn Y. Quirt,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)





Contractors Bonding and Insurance Company
1213 Valley Street
P.O. Box 9271
Seattle, WA 98109-0271

POWER OF ATTORNEY

Contractors Bonding and Insurance Company

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **Contractors Bonding and Insurance Company**, a Washington corporation, does hereby make, constitute and appoint:
Jocelyn Y. Quirt

in the City of Valley Springs, State of California its true and lawful Agent and Attorney in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, the following described bond.

Any and all bonds, undertakings, and recognizances in an amount not to exceed Ten Million and 00/100 Dollars (\$10,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon this Company as if such bond had been executed and acknowledged by the regularly elected officers of this Company.

The **Contractors Bonding and Insurance Company** further certifies that the following is a true and exact copy of the Resolution adopted by the Board of Directors of **Contractors Bonding and Insurance Company**, and now in force to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the Corporation shall be executed in the corporate name of the Corporation by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Corporation. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the Corporation. The signature of any such officer and the corporate seal may be printed by facsimile or other electronic image."

IN WITNESS WHEREOF, the **Contractors Bonding and Insurance Company** has caused these presents to be executed by its Vice President with its corporate seal affixed this 8th day of May, 2012.

State of Washington }
County of King } SS

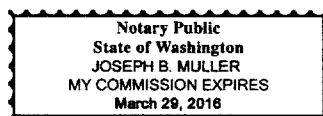


Contractors Bonding and Insurance Company

Roy C. Die Vice President

On this 8th day of May, 2012, before me, a Notary Public, personally appeared Roy C. Die, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

Joseph B. Muller
Joseph B. Muller Notary Public



CERTIFICATE

I, the undersigned officer of **Contractors Bonding and Insurance Company**, a stock corporation of the State of Washington, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **Contractors Bonding and Insurance Company** this 21st day of March, 2014.

Contractors Bonding and Insurance Company

Roy C. Die Vice President

ARTICLES OF AGREEMENT

THIS AGREEMENT, made on the 15th day of May, 2014, by and between CITY OF FAIRFIELD, party of the first part, hereinafter called the CITY, and Quimu Contracting, Inc., party of the second part, hereinafter called the CONTRACTOR.

It is understood Engineer representing the CITY shall be the City Engineer of Fairfield, acting directly or through properly authorized agents.

WITNESSETH, that the CONTRACTOR and the CITY, for the consideration hereinafter named, agree as follows:

I. SCOPE OF WORK

The CONTRACTOR hereby agrees to furnish all of the materials and all of the equipment and labor necessary and to perform all of the work shown on the plans and described in the specifications for the project entitled:

TEXAS STREET BRICK PAVER REPLACEMENT PROJECT

all in accordance with the requirements and provisions of the following Documents which are hereby made a part of this Agreement:

- a. Plans prepared for same by City Staff
numbered 1-3
and dated March, 2014
- b. Advertisement for Bids.
- c. The Accepted Bid, dated March 17, 2014
- d. Instructions to Bidders.
- e. Specifications consisting of:
 - 1) Specific Provisions.
 - 2) Special Provisions.
 - 3) General Provisions.
 - 4) City of Fairfield Standard Details and Specifications, 1998 edition.
 - 5) Standard Specifications issued by State of California, Department of Transportation, Division of Highways, dated July, 2006.
- f. Performance Bond, dated April 29, 2014.
- g. Labor and Material Bond, dated April 29, 2014.

All of said documents are intended to cooperate so that any work called for in one and not mentioned in another, or vice versa, is to be executed and performed the same as if mentioned in all of said documents. Said documents, comprising the complete Contract, are sometimes hereinafter referred to as the Contract Documents. Should there be any conflict between the terms of this instrument and the bid or proposal of CONTRACTOR or any of the other Contract Documents, this instrument shall control.

II. TIME OF COMPLETION

- a. The work to be completed under this Contract shall be commenced upon written notice to proceed.
- b. The work shall be completed within **50** working days from the date of said written notice to proceed, **except work in and around the intersection between Texas Street and Madison Street shall not extend beyond June 30, 2014, and work in all other project areas shall not extend beyond August 8, 2014, regardless of the number of contract days remaining. Liquidated damages will be assessed for all days worked beyond those dates.**
- c. Failure to complete the work within the number of days stated in this Article, including extension granted thereto as determined by the City Engineer, shall entitle the City to deduct from the monies due to the CONTRACTOR as "Liquidated Damages" (LD's) an amount equal to **Five Thousand Dollars (\$5,000)** for each calendar day or fraction thereof that expires after the time specified herein for the Contractor to complete the work and the facility or improvements are usable for its intended use. LD's shall apply cumulatively and shall be presumed to be damages suffered by the City resulting from delay in completion of work.
- d. Liquidated Damages for delay in completion of work shall only cover administrative, overhead, general loss of public use damages, interest on bonds and lost revenues when applicable, suffered by the City as a result of delay. LD's shall not cover the cost to of complete the work, damages resulting from defective work, costs of substitute facilities, or damages suffered by others who then seek to recover their damages from the City (for example, delay claims from other contractors, sub-contractors, tenants, or third-parties, and defense costs thereof).
- e. **As an incentive for completing the work ahead of schedule the City offers to pay the CONTRACTOR as "Incentive" an amount equal to One Thousand Dollars (\$1,000) for each calendar day remaining in the contract after successful completion of the work, however the total amount shall not exceed \$10,000.**

III. CONTRACT SUM

- a. The CITY shall pay to the CONTRACTOR for the performance of the Contract the amounts determined for the total number of each of the

following units of work completed at the unit price stated thereafter. The number of units contained in the attached schedule is approximate only, and the final payment shall be made for the actual number of units that are incorporated in or made necessary by the work covered by the Contract.

- b. Extra work not included in Article I, but authorized after the date of the Contract that cannot be classified as coming under any of the Contract units, may be done at mutually agreed-upon unit prices, or on a lump sum basis, or under the provisions of Section 6 of the General Provisions.

TEXAS STREET BRICK PAVER REPLACEMENT PROJECT

Bid Items

| Item No. | Item of Work | Unit | Qty | Item Price | Total Price |
|----------|--|------|------|--------------|--------------|
| 1 | STORM WATER POLLUTION PREVENTION | LS | 1 | \$2,500.00 | \$2,500.00 |
| 2 | MOBILIZATION/ DEMOBILIZATION | LS | 1 | \$10,000.00 | \$10,000.00 |
| 3 | TRAFFIC CONTROL & CONSTRUCTION SIGNAGE | LS | 1 | \$100,000.00 | \$100,000.00 |
| 4 | ADJUST STREET BOXES TO GRADE | EA | 20 | \$150.00 | \$3,000.00 |
| 5 | ADJUST MANHOLES TO GRADE | EA | 5 | \$300.00 | \$1,500.00 |
| 6 | DEMOLITION & REMOVALS | LS | 1 | \$74,500.00 | \$74,500.00 |
| 7 | PCC SLAB – FAILED AREA REPAIR | SF | 500 | \$39.00 | \$19,500.00 |
| 8 | PCC SLAB – CRACK FILL | LF | 200 | \$5.00 | \$1,000.00 |
| 9 | INTEGRALLY-COLORED & STAMPED PCC | SF | 9600 | \$12.50 | \$120,000.00 |
| 10 | PCC CROSSWALK BORDER REPLACEMENT | SF | 210 | \$30.00 | \$6,300.00 |
| 11 | THERMOPLASTIC STRIPING | LS | 1 | \$1,000.00 | \$1,000.00 |

Total = 339,300.00

IV. PROHIBITED INTERESTS

No employee of the City of Fairfield shall have any direct financial interest in this contract. This contract shall be voidable at the option of the City if this provision is violated.

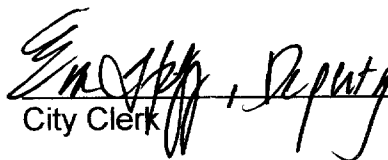
V. WORKERS' COMPENSATION

Contractor hereby certifies that Contractor is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and that Contractor will comply with such provisions before commencing the performance of the work of this contract.


IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

ATTEST:

CITY OF FAIRFIELD


City Clerk

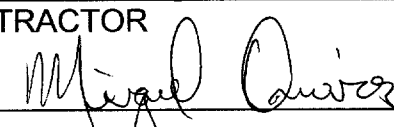
By:


City Manager
Sean P. Quinn

Quimu Contracting, Inc.

CONTRACTOR

By:


President

Title

Licensed in accordance with an act providing for the registration of contractors.

Contractor's License:

a. Class: A

b. Number: 809085

c. Expiration Date: 06/30/2014

FEI Number: 33-1010406

EDD REPORTING REQUIREMENTS CHECKLIST

Effective January 1, 2001 the State Employment Development Department (EDD) requires the following.

Please complete the following: (To be complete by the department)

Department: _____ Date of Contract: _____
 Authorized by Res. No.: _____ Contract Expiration Date: _____
 Person Reviewing EDD Requirements: _____ Phone: _____

EDD REPORTING REQUIREMENTS. When CITY executes an agreement for or makes payment to CONSULTANT in the amount of \$600 (six hundred dollars) or more in any one calendar year, CONSULTANT shall provide the following information to CITY to comply with EDD reporting requirements:

- A. Whether CONSULTANT is doing business as a sole proprietorship, partnership, limited liability partnership, corporation, limited liability corporation, non-profit corporation or other form of organization.
- B. If CONSULTANT is doing business as a sole proprietorship, CONSULTANT shall provide the full name, address and social security number or federal tax identification number of the sole proprietor.
- C. If CONSULTANT is doing business as other than a sole proprietorship, CONSULTANT shall provide CONSULTANT's federal tax identification number.

 Dear Contracting Company:

Pursuant to your contract with the above-mentioned City of Fairfield Department, you are required to complete box 1 AND box 2 below.

Please indicate the type of business and provide the information requested:

BOX 1

| NAME AND ADDRESS | |
|------------------|---------------------------------|
| FULL NAME | Quinn Contracting Inc. |
| ADDRESS | 695 Priddy Dr. or P.O. Box 1177 |
| CITY, STATE, ZIP | Dixon CA 95620 |

AND

BOX 2

| TYPE OF BUSINESS | SOCIAL SECURITY NUMBER AND/OR FEDERAL ID NUMBER |
|---|---|
| SOLE PROPRIETORSHIP | |
| PARTNERSHIP | |
| LIMITED LIABILITY PARTNERSHIP | |
| <input checked="" type="checkbox"/> CORPORATION | 33-1010406 |
| LIMITED LIABILITY CORPORATION | |
| NON-PROFIT CORPORATION | |
| OTHER FORM OF ORGANIZATION | |

PLEASE RETURN THIS FORM WITH THE SIGNED CONTRACT TO THE CITY OF FAIRFIELD

PERFORMANCE BOND

Bond No. CSB0015738
Premium: \$6,090.00

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Fairfield ("City") has awarded to Quimu Contracting, Inc.
695 Priddy Drive
Dixon, CA 95620
(Name and address of Contractor)

("Contractor") a contract (the "Contract") for the work described as follows:

TEXAS STREET BRICK PAVER REPLACEMENT PROJECT

WHEREAS, Contractor is required under the terms of the Contract to furnish a bond for the faithful performance of the Contract.

NOW, THEREFORE, we, the undersigned Contractor, as Principal, and _____
Contractors Bonding and Insurance Company
250 Montgomery Street, Suite 720, San Francisco, CA 94104
(Name and address of Surety)

("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto City in the penal sum of Three hundred thirty nine
thousand three hundred and NO/100ths

Dollars (\$ 339,300.00), this amount being not less than one hundred percent (100%) of the total contract price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Contractor, his, her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform all the undertakings, terms, covenants, conditions and agreements in the Contract and any alteration thereof made as therein provided, on the Contractor's part to be kept and performed, all within the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and hold harmless City, its officers, agents, and others as therein provided, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

In case suit is brought upon this bond, Surety further agrees to pay all court costs and reasonable attorneys' fees in an amount fixed by the court.

FURTHER, the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, addition or modification to the terms of the Contract, or of the

work to be performed thereunder, or the specifications for the same, shall in any way affect its obligations under this bond, and it does hereby waive notice of any such change, extension of time, alteration, addition, or modification to the terms of the Contract or to the work or to the specifications thereunder. Surety hereby waives the provisions of California Civil Code §§ 2845 and 2849. City is the principal beneficiary of this bond and has all rights of a party hereto.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by Contractor and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: April 29, 2014

"Contractor"

Quimu Contracting, Inc.

"Surety"

Contractors Bonding and Insurance Company

By: Miguel Quiroz
Title Miquel Quiroz, President

By: Jocelyn Y. Quirt
Title Jocelyn Y. Quirt, Attorney-in-Fact

By: _____
Title

By: _____
Title

(Seal)

(Seal)

Note: This bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached.

ACKNOWLEDGMENT

State of California
County of Calaveras)

On April 29, 2014 before me, K.B. Simon, Notary Public
(insert name and title of the officer)

personally appeared Jocelyn Y. Quirt
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature K.B. Simon (Seal)

